



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Accept International Brotherhood of Electrical Workers (IBEW)
Memorandum of Understanding and Adopt Salary Ranges

MEETING DATE: April 5, 1995

PREPARED BY: Assistant City Manager

RECOMMENDATION: That City Council receive the attached Memorandum of Understanding between the City of Lodi and the International Brotherhood of Electrical Workers Local 1245 for the period January 2, 1995 to the end of the pay period in which January 1, 1998 falls. The council is also requested to adopt the attached salary schedules which include a retroactive salary adjustment for represented employees to January 2, 1995.

BACKGROUND: We have completed negotiations with the Electrical Workers represented by the IBEW. A number of changes in wages, hours, benefits, and working conditions were negotiated. I have attached a letter addressed to Gary Mai, the labor representative of the electrical workers, which iterates the agreed to changes. The more significant items agreed to are:

- 1) binding arbitration for grievances and disputes of MOU provisions
- 2) reduction in vacation accumulation and sick leave benefits for new employees
- 3) reduction in city's liability for sick leave conversion
- 4) the city will provide uniforms for line employees to meet safety standards
- 5) as an additional retirement option and an offset to the reduction of sick leave conversion benefits, the city will modify its PERS contract to allow unused sick leave to be used for retirement credits

APPROVED: _____

THOMAS A. PETERSON
City Manager

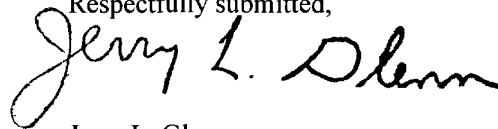
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- 6) term to be three years
- 7) an annual salary increase of 3.25% for calendar years 1995, 1996, and 1997

FUNDING: None Required.

Respectfully submitted,

Jerry L. Glenn
Assistant City Manager

JLG:br/jt

		MONTHLY WAGE		ELECTRICAL UNIT			
		EFFECTIVE JANUARY 2, 1995					
		3.25%					
TITLE		STEP A	STEP B	STEP C	STEP D	STEP E	
ELECTRIC APPARATUS MECHANIC		\$3,133.24	\$ 3,289.90	\$ 3,454.39	\$ 3,627.11	\$ 3,808.47	
ELECTRIC FOREMAN/FOREWOMAN		\$3,627.96	\$ 3,809.36	\$ 3,999.83	\$ 4,199.82	\$ 4,409.81	
ELECTRIC LINEMAN/LINEWOMAN		\$3,298.15	\$ 3,463.05	\$ 3,636.21	\$ 3,818.02	\$ 4,008.92	
ELECTRIC METER TECHNICIAN		\$3,627.96	\$ 3,809.36	\$ 3,999.83	\$ 4,199.82	\$ 4,409.81	
ELECTRIC TROUBLESHOOTER		\$3,463.05	\$ 3,636.21	\$ 3,818.02	\$ 4,008.92	\$ 4,209.36	
ELECTRICAL DRAFTING TECHNICIAN *		\$2,968.33	\$ 3,116.75	\$ 3,272.59	\$ 3,436.22	\$ 3,608.03	
ELECTRICAL ESTIMATOR		\$3,792.87	\$ 3,982.51	\$ 4,181.64	\$ 4,390.72	\$ 4,610.26	
ELECTRICAL ESTIMATOR ASSISTANT		\$3,298.15	\$ 3,463.05	\$ 3,636.21	\$ 3,818.02	\$ 4,008.92	
ELECTRICAL TECHNICIAN		\$3,545.51	\$ 3,722.78	\$ 3,908.92	\$ 4,104.37	\$ 4,309.59	
ELECTRICIAN		\$3,298.15	\$ 3,463.05	\$ 3,636.21	\$ 3,818.02	\$ 4,008.92	
METERING ELECTRICIAN		\$3,298.15	\$ 3,463.05	\$ 3,636.21	\$ 3,818.02	\$ 4,008.92	
UTILITY SERVICE OPERATOR - RELIEF		\$3,545.51	\$ 3,722.78	\$ 3,908.92	\$ 4,104.37	\$ 4,309.59	
UTILITY SERVICE OPERATOR I		\$2,803.43	\$ 2,943.60	\$ 3,090.78	\$ 3,245.32	\$ 3,407.58	
UTILITY SERVICE OPERATOR II		\$3,298.15	\$ 3,463.05	\$ 3,636.21	\$ 3,818.02	\$ 4,008.92	
* The salary for this class has been adjusted an additional 10%							
		MONTHLY WAGE		ELECTRICAL UNIT			
		EFFECTIVE JANUARY 1, 1996					
		3.25%					
TITLE		STEP A	STEP B	STEP C	STEP D	STEP E	
ELECTRIC APPARATUS MECHANIC		\$3,235.07	\$ 3,396.83	\$ 3,566.67	\$ 3,745.00	\$ 3,932.25	
ELECTRIC FOREMAN/FOREWOMAN		\$3,745.87	\$ 3,933.16	\$ 4,129.82	\$ 4,336.31	\$ 4,553.13	
ELECTRIC LINEMAN/LINEWOMAN		\$3,405.34	\$ 3,575.60	\$ 3,754.38	\$ 3,942.10	\$ 4,139.21	
ELECTRIC METER TECHNICIAN		\$3,745.87	\$ 3,933.16	\$ 4,129.82	\$ 4,336.31	\$ 4,553.13	
ELECTRIC TROUBLESHOOTER		\$3,575.60	\$ 3,754.38	\$ 3,942.10	\$ 4,139.21	\$ 4,346.17	
ELECTRICAL DRAFTING TECHNICIAN		\$3,064.80	\$ 3,218.04	\$ 3,378.95	\$ 3,547.89	\$ 3,725.29	
ELECTRICAL ESTIMATOR		\$3,916.14	\$ 4,111.94	\$ 4,317.54	\$ 4,533.42	\$ 4,760.09	
ELECTRICAL ESTIMATOR ASSISTANT		\$3,405.34	\$ 3,575.60	\$ 3,754.38	\$ 3,942.10	\$ 4,139.21	
ELECTRICAL TECHNICIAN		\$3,660.74	\$ 3,843.77	\$ 4,035.96	\$ 4,237.76	\$ 4,449.65	
ELECTRICIAN		\$3,405.34	\$ 3,575.60	\$ 3,754.38	\$ 3,942.10	\$ 4,139.21	
METERING ELECTRICIAN		\$3,405.34	\$ 3,575.60	\$ 3,754.38	\$ 3,942.10	\$ 4,139.21	
UTILITY SERVICE OPERATOR - RELIEF		\$3,660.74	\$ 3,843.77	\$ 4,035.96	\$ 4,237.76	\$ 4,449.65	
UTILITY SERVICE OPERATOR I		\$2,894.54	\$ 3,039.26	\$ 3,191.23	\$ 3,350.79	\$ 3,518.33	
UTILITY SERVICE OPERATOR II		\$3,405.34	\$ 3,575.60	\$ 3,754.38	\$ 3,942.10	\$ 4,139.21	
		MONTHLY WAGE		ELECTRICAL UNIT			
		EFFECTIVE DECEMBER 30, 1996					
		3.25%					
TITLE		STEP A	STEP B	STEP C	STEP D	STEP E	
ELECTRIC APPARATUS MECHANIC		\$3,340.21	\$ 3,507.22	\$ 3,682.59	\$ 3,866.71	\$ 4,060.05	
ELECTRIC FOREMAN/FOREWOMAN		\$3,867.61	\$ 4,060.99	\$ 4,264.04	\$ 4,477.24	\$ 4,701.11	
ELECTRIC LINEMAN/LINEWOMAN		\$3,516.01	\$ 3,691.81	\$ 3,876.40	\$ 4,070.22	\$ 4,273.73	
ELECTRIC METER TECHNICIAN		\$3,867.61	\$ 4,060.99	\$ 4,264.04	\$ 4,477.24	\$ 4,701.11	
ELECTRIC TROUBLESHOOTER		\$3,691.81	\$ 3,876.40	\$ 4,070.22	\$ 4,273.73	\$ 4,487.42	
ELECTRICAL DRAFTING TECHNICIAN		\$3,164.41	\$ 3,322.63	\$ 3,488.76	\$ 3,663.20	\$ 3,846.36	
ELECTRICAL ESTIMATOR		\$4,043.41	\$ 4,245.58	\$ 4,457.86	\$ 4,680.76	\$ 4,914.79	
ELECTRICAL ESTIMATOR ASSISTANT		\$3,516.01	\$ 3,691.81	\$ 3,876.40	\$ 4,070.22	\$ 4,273.73	
ELECTRICAL TECHNICIAN		\$3,779.71	\$ 3,968.70	\$ 4,167.13	\$ 4,375.49	\$ 4,594.26	
ELECTRICIAN		\$3,516.01	\$ 3,691.81	\$ 3,876.40	\$ 4,070.22	\$ 4,273.73	
METERING ELECTRICIAN		\$3,516.01	\$ 3,691.81	\$ 3,876.40	\$ 4,070.22	\$ 4,273.73	
UTILITY SERVICE OPERATOR - RELIEF		\$3,779.71	\$ 3,968.70	\$ 4,167.13	\$ 4,375.49	\$ 4,594.26	
UTILITY SERVICE OPERATOR I		\$2,988.61	\$ 3,138.04	\$ 3,294.94	\$ 3,459.69	\$ 3,632.67	
UTILITY SERVICE OPERATOR II		\$3,516.01	\$ 3,691.81	\$ 3,876.40	\$ 4,070.22	\$ 4,273.73	

MEMORANDUM OF UNDERSTANDING

City of Lodi

and

IBEW Electric Utility Unit #1245

1995-1996

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LODI AND THE I.B.E.W. LOCAL 1245
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MEMORANDUM OF UNDERSTANDING

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THE CITY OF LODI
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(I.B.E.W. - Electric Utility Unit - Local 1245)
1995 - 1996

ARTICLE I - EMPLOYEE REPRESENTATION

- 1.1 This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into between representatives of the City of Lodi (hereinafter referred to as "City") and representatives of the International Brotherhood of Electrical Workers, Local 1245 (hereinafter referred to as "IBEW").

The parties to this MOU acknowledge and agree that this MOU constitutes the result of Meeting and Conferring in good faith as contemplated by Section 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this MOU. Except as specifically modified by this MOU, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LODI AND THE I.B.E.W. LOCAL 1245
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The terms and conditions of this MOU are applicable to those employees represented by IBEW. Those classifications are as follows:

- . Electric Apparatus Mechanic
- . Electric Data Technician/Relief Operator
- . Electrical Estimator
- . Electrical Estimator Assistant
- . Electric Meter Technician
- . Electric Troubleman
- . Electrical Technician
- . Electric Line Foreman/Forewomen
- . Electric Lineman/Linewomen
- . Meter Electrician
- . Utility Services Operator I
- . Utility Operator II
- . Electrician

The terms and conditions of this MOU are applicable to the above-enumerated classes which constitute the Unit represented by the IBEW.

- 1.2 The City of Lodi and the IBEW mutually agree that the City shall grant dues deduction to City employees who are members of the IBEW, Local 1245, in accordance with the terms and conditions set forth in Section 4, Rule 2 of City of Lodi Resolution No. 3344 entitled "Adopting Rules and Regulations to Implement Provisions of the Employee-Employer Relations Resolution."

The IBEW shall indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City on account of check-off of said employee organization's dues. In addition, the IBEW shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

- 1.3 For purposes of continued certification of IBEW as the recognized employee organization for this unit, employees who are members or hereafter become members shall maintain membership with IBEW for the life of this MOU except that any unit employee may withdraw from membership not earlier than ninety days nor less than sixty days before the expiration of this MOU. Such withdrawal must be in writing and delivered to the Finance Office.

- 1.4 Changes in the IBEW membership dues rate shall be certified to the City in writing over the signature of the Business Representative. The change will be implemented as soon as is practicable, but in no event later than thirty days after the notification.

ARTICLE II - GRIEVANCE PROCEDURE

- 2.1 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:
- (a) Interpretation or application of any of the terms of this agreement, including Exhibits thereto, Letter of Agreement, and formal interpretations and clarifications executed by Union and City.
 - (b) Discharge, demotion, suspension, or discipline of an individual employee.
 - (c) Disputes as to whether a matter is proper subject for the Grievance Procedure.
 - (d) Disputes which may be of a "class action" nature filed on behalf of the Union or the City.
- 2.2 Class action grievance will be in writing from the Business Representative to the City Manager or vice versa.
- STEP ONE: Discussion between the employee, the Shop Steward and/or Business Representative and the Division Head or designated Supervisor directly involved, who will answer within fifteen work days. This step shall be taken within thirty days of the date of the action complained of, or the date the Grievant became aware of the incident which is the basis of the Grievance.
- 2.4 STEP TWO: If a Grievance is not resolved in the initial Step, the Second Step shall be a discussion between the employee, Shop Steward and/or Business Representative and the Department Head who shall answer within fifteen work days. This Step shall be taken within fifteen days of the date of the immediate Supervisor's answer in Step One.
- 2.5 STEP THREE: If a Grievance is not resolved in the Second Step, a Committee will be called to investigate the factual basis of Grievance. The Committee shall consist of a representative of the City Manager, the departmental supervisor, the department shop steward and business representative. The Third Step shall be taken within fifteen work days of the date of the answer in Step Two.
- 2.6 STEP FOUR: If a Grievance is not resolved in the Third Step, the Fourth Step shall be the presentation of the Grievance, in writing, by the Business Representative of the City Manager, who shall answer, in writing, within fifteen work days of receipt of the Grievance. The Fourth Step shall be taken within fifteen work days of the date of the answer in Step Three.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LODI AND THE I.B.E.W. LOCAL 1245

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2.7 STEP FIVE: Within ten calendar days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five arbitrators from which the City and the IBEW shall alternately strike names until one name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five arbitrators, the same request shall be made of the American Arbitration Association.

To ensure that the Arbitration process is as brief and economical as possible, the following guidelines shall be adhered to:

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.
- b. Both parties and the arbitrator may tape record the hearing.
- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.
- d. The parties may agree to prepare a joint letter submitting the issue(s) in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
- g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representative and the employer's representative.

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- i. The arbitration hearing will be held on the employer's premises.
- j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing. The decision will be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City or Management to do an act prohibited by law.

The arbitrator has no power to add to a disciplinary action.

- 2.8 Failure by either party to meet any of the aforementioned time limits as set forth in Sections 2.3, 2.4, 2.5, 2.6 or 2.7 will result in forfeiture by the failing party. Except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.
- 2.9 Employees may have documents relating to absenteeism and disciplinary actions removed from their personnel files if the incident prompting the action took place twenty-four (24) months or more previous and no incident of a similar nature has occurred in the interim.

ARTICLE III - SAFETY

- 3.1 The City reaffirms its desire and aim to provide a safe place of employment for its employees and shall continue to take all reasonable steps to insure this, such steps to include but not be limited to:
 - 3.1(a) conducting frequent inspections of job site operations;

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LODI AND THE I.B.E.W. LOCAL 1245
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- 3.1(b) taking necessary steps to protect against job hazards, both unsafe unsafe physical conditions, including methods and processes, and unsafe actions of people;
- 3.1(c) continuing "tailgate" safety meetings on all jobs for the purpose of briefing employees on the hazards connected with the work to be performed, to plan work and to emphasize safety in the performance of the work;
- 3.1(d) continuing periodic safety meetings for the purpose of discussing matters related to safety and to provide an opportunity for first aid training.
- 3.1(e) continued management cooperation in the preparation of the agenda for such meetings.
- 3.2 The IBEW will cooperate with the City in providing speakers and materials for safety meetings.
- 3.3 The Utility Department shall hold safety meetings for all employees at least once a quarter. Where it is unreasonable to bring all employees together at one time, these meetings may be by sections. If because of shift work some personnel cannot participate even in section meetings, they shall be given copies of the minutes of appropriate meetings.
- 3.4 Each employee shall be provided with on-the-job training first aid. This program shall include refresher training at three-year intervals.
- 3.5 Semiannual safety inspections shall be made of facilities, tools, and work areas by a committee including at least three non-supervisory hourly employees appointed by the Utilities supervisor after consultation with the Union. The Committee shall be free to schedule its own inspections but must report at each quarterly safety meeting. When necessary for the safety of the Committee or to explain technical problems in safety, a supervisor may be named to accompany the Committee, but he is not to influence its findings.
- 3.6 The City, through its supervisors, shall act promptly to correct any unsafe conditions that may be reported by the Committee.

ARTICLE IV VACATION

- 4.1 Vacation Leave shall be accrued as follows:

<u>Years</u>	<u>Hours Per</u> <u>Pay Period</u>	<u>Days Per Year</u>
0-5	3.08	10
6-11	4.62	15
12-14	5.24	17
15-20	6.16	20
21	6.47	21
22	6.78	22
23	7.09	23
24	7.40	24
25	7.71	25

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LODI AND THE I.B.E.W. LOCAL 1245
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- 4.2 Vacations may be taken provided the following conditions are met:
- (a) there are no major scheduling problems in the judgement of the City;
 - (b) a request for four hours vacation is made at least forty-eight hours in advance; and
 - (c) transportation to and from job site are responsibility of the individual employee.
- 4.3 During the first continuous 12 months of employment, vacation days shall be earned but may not be taken. An employee who terminates employment for any reason during the first twelve months of employment shall be entitled to a payoff for vacation hours earned.
- 4.4 Vacation leave may not be carried over to the next calendar year in excess of the amount earned in a calendar year unless authorized by the City Manager.
- 4.5 All persons hired after the effective date of this contract shall only accrue a maximum of 6.16 hours of vacation per pay period.

ARTICLE V - HOLIDAYS

- 5.1 Members of this unit will observe the following holidays:
- | | |
|------------------------|---|
| New Year's Day | January 1 |
| Memorial Day | 4th Monday in May |
| Independence Day | July 4 |
| Labor Day | 1st Monday in September |
| Thanksgiving Day | 4th Thursday in November |
| Day After Thanksgiving | Friday after the 4th Thursday in November |
| Christmas | December 25 |
- If a holiday falls on a Saturday, the preceding Friday shall be observed, and if a holiday falls on a Sunday, the succeeding Monday shall be observed. In addition, if Christmas falls on a Wednesday, Thursday, or Friday, members shall have an additional one-half (1/2) day off on December 24th. Should Christmas Day fall on a Tuesday, December 24th shall be observed as a holiday.
- In addition, each employee will be granted five days of holiday leave to be taken off at a time mutually agreed upon between the employee and the Department Head. Said time to be taken in eight-hour increments and during the calendar year.

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Employees hired mid-year shall be credited with the remaining fixed holidays in the calendar year, plus one additional holiday for each seventy-five days remaining in the year. Employees separating from service midyear shall have the remaining fixed holidays in the calendar year plus one additional holiday for each seventy-five days remaining in the year deducted from their holiday leave balances.

- 5.2 When a holiday falls on a Sunday, the following Monday will be observed as a holiday. When a holiday falls on a Saturday, all employees will be granted that holiday time off to be taken at a later date and at such time as is mutually agreed to by the individual employee and his department head. Accumulated holiday leave shall be taken during the fiscal year in which the holiday occurs.
- 5.3 The City agrees to make cash payment at rate of two times the regular rate of pay for holiday work in addition to straight time holiday pay for any employee regularly scheduled to work a holiday.

ARTICLE VI - SICK LEAVE

- 6.1 Full-time employees will accumulate sick leave with pay at the rate of 3.69 hours per pay period.
- 6.2 All employees hired after the effective date of this MOU shall accumulate sick leave at the rate of 3.08 hours per pay period.

ARTICLE VII - SICK LEAVE CONVERSION

- 7.1 Fifty percent (50%) of the dollar value of sick leave will be placed into a bank to be used for medical insurance premiums for the employee and dependent. For each year that an employee has been employed in excess of 10 years, 2 1/2% will be added to the 50% for valuing the size of the bank.

Robert Smith retires with 20 years service and 1800 hours of unused sick leave. His month salary is \$3,882.72 (\$24.64 per hour)

$$1800 \times .75 \times \$24.64 = \$33,264.00$$

The amount will be reduced each month by the current premium for the employee and dependent until the balance is gone. In the event the retiree dies the remaining bank will be reduced by 50% and the survivor may use the bank until the balance is gone.

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- 7.2 In the event an active employee dies before retirement and that employee is vested, the sick leave conversion program, the surviving dependents have an interest in one-half the value of the bank as calculated in Section 7.1. In accordance with the sick leave conversion provisions, a surviving spouse may at his/her own expense continue medical insurance at the employee only premium.
- 7.3 A surviving spouse of an unvested employee may at his/her own expense continue to purchase medical insurance at the appropriate rate for a period of time equal to the time the employee worked for the City.
- 7.4 A retired employee may choose to receive a cash settlement for unused sick leave at the rate of 30¢ on the dollar. Under this provision, an employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current rate of pay.
- 7.5 Represented employees who retire on a service retirement shall have the option of purchasing, at the employee's cost, additional medical insurance for the employee and his/her spouse sufficient to reach age 65.
- 7.6 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 1 of this Article.
- 7.7 The City agrees to modify its contract with PERS to add credit for unused sick leave per Government Code Section 20868.8. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after the effective date of the MOU. It is agreed that eight hours equals one day for purposes of determining days creditable. If an eligible employee opts to utilize the provisions of Section 7.1, the City will report they have zero hours of unused sick level.

ARTICLE VIII - STANDBY DUTY

- 8.1 Employees assigned to standby duty for emergency calls shall receive straight time pay for each standby period as follows:

	<u>Other Employees</u>	<u>Operators</u>
	<u>Hours</u>	<u>Hours</u>
On Work Days	2	2
On Non-Work Days	3	2
On Observed Holidays	8	4
December 24 (when observed)	5	3

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LODI AND THE I.B.E.W. LOCAL 1245
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Time worked on emergency calls while the employee is on standby shall be paid at the rate of one and one-half times the straight time rate of pay. The first call-out will be paid at two hours minimum at the overtime rate (there will be no offset on standby pay). Subsequent calls will be paid for actual time worked.

- 8.2 Employees assigned to standby duty (example, the Trouble Truck) on an observed holiday shall receive eight hours straight time pay for that day in addition to the regular holiday pay. Time worked on an emergency call shall be paid at the rate of one half times the straight time rate of pay with a minimum of two hours (there will be no offset on standby pay), subsequent calls will be paid for actual time worked.
- 8.3 Standby duty on the assignment known as the "Trouble Truck" shall be voluntary; provided, that the City reserves the right to make such assignment mandatory if there are scheduling problems presented by the lack of volunteers for such assignment.
- 8.4 If an employee assigned to standby duty is called for emergency work more than once in a twenty-four hour period from Midnight to Midnight, minimum overtime compensation shall be paid only for the first call outside of such employee's regular work hours on work days or at any time on his non-work days; for subsequent calls overtime compensation shall be paid for his actual work as herein provided. For the purpose of this section, concurrent calls or successive calls without a break in work time shall be considered as a single call. If by reason of a call an employee works less than two hours and into his regular work hours such call shall not be considered as a first call for the purpose of the minimum overtime compensation.
- 8.5 For employees volunteering for Trouble Truck assignment who reside outside the city limits of the City of Lodi, the City agrees to pay the current mileage rate (currently \$.225 per mile) for miles driven in the individual's private car which is used to respond to emergency call-outs.

ARTICLE IX - INCLEMENT WEATHER

- 9.1 The City will not require work on electric lines or outdoor substations (other than operating functions) in inclement weather, except in cases of emergencies. When employees are prohibited from performing their regular duties because of inclement weather, the City will provide work which can be performed under protection from the weather. Emergencies shall be deemed situations requiring work to prevent risk to life or property or to maintain or restore continuity of regular service to the public.

ARTICLE X - MEDICAL INSURANCE

- 10.1 The City agrees to make available the following medical insurance plans:
- a) Foundation Health Plan - Summit Series 5
- The City shall provide chiropractic and physical therapy care to a maximum benefit of 80% of the first \$750 of charges per fiscal year (July to July per person).
- b) Pharmacy Plan
- This plan will be similar to the benefits shown in Attachment A except that the co-payments on the part of the employee will be 20%.
- 10.2 The City will pay all increases in premiums for employees and their dependents for the term of this agreement.
- 10.3 Those employees who do not provide coverage for dependents will receive an additional \$25.00 per pay period contribution from the City to the Deferred Compensation Plan.
- 10.4 Employees shall be eligible for medical insurance the first day of the month next following the date the employee becomes a full-time regular employee of the City of Lodi.
- 10.5 Only one family member may carry employee and dependent coverage of City sponsored medical insurance.

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ARTICLE XI - DENTAL AND VISION INSURANCE

- 11.1 The City will provide the level of dental benefits described in Exhibit "A" herein and pay 100% of the premiums for all eligible employees and their dependents for the term of this agreement.
- 11.2 DENTAL INSURANCE: The City will pay all increases in premiums for employees and dependents for the term of this agreement.

EXHIBIT "A"

PREVENTIVE SERVICES	GENERAL SERVICES	MAJOR SERVICES
Employee pays <u>\$25.00</u> calendar year deductible*		
oral examinations cleaning of teeth fluoride applications (for children) space maintainers emergency office visits PLAN PAYS 100%	X-rays fillings general anesthetics injectable antibiotics extractions oral surgery endodontics periodontics repair of prosthetic appliances PLAN PAYS 85%	bridges and dentures crowns and gold restorations replacement of damaged appliances PLAN PAYS 50%
	EMPLOYEE PAYS THE BALANCE	EMPLOYEE PAYS THE BALANCE

The plan covers charges up to those made by most dentists to individuals in the area for covered services and supplies.

MAXIMUM BENEFIT \$1,000 for each insured family member, each calendar year

- 11.3 VISION CARE: The City agrees to provide a vision care plan, equivalent to the VSP Plan B, with a twenty five dollar (\$25.00) deductible for the employee and dependents; the entire premium to be paid by City.

ARTICLE XII - COMPENSATION FOR ILLNESS OR INJURY
INCURRED IN COURSE OF EMPLOYMENT

- 12.1 The City and the IBEW mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his employment, the City will pay full compensation to any represented employee who becomes eligible for benefits under Workers' Compensation laws for the period of time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers' Compensation benefit criteria, the employee upon receiving said benefits paid by Workers' Compensation will also receive compensation from the City in such an amount that when added to the Workers' Compensation payment will equal his regular salary. The amount paid by the City will, after the period from the date of injury and date of eligibility, at the employee's discretion be charged to the employee's sick leave, vacation leave, or compensatory time off account. Such choice shall be made at the time the time cards are turned in and shall not be changed after being submitted. The employee's regular deductions shall be made from the amount paid by the City.

ARTICLE XIII - TEMPORARY UPGRADE

- 13.1 The City of Lodi and the IBEW mutually agree that any Electric Utility Department employee temporarily assigned to a higher classification than their regular classification shall receive a 10% wage increase while in this status. However, in no event shall the upgrade pay per hour exceed the "E" step of the classification to which the employee is temporarily assigned. This provision shall only apply when such time worked is more than four hours cumulative during an eight-hour period.
- 13.2 In the event a person is upgraded in a two-man crew situation the employee will receive a 5.0% premium for all such time worked in excess of four hours during the normal work day.

ARTICLE XIV - DEMOTION AND LAYOFF

- 14.1 The City and the I.B.E.W. mutually agree that layoff procedure in the Policy and Procedure Manual are included in this document by reference.

ARTICLE XV - MEALS

- 15.1 When the City requires an employee to perform non-prearranged work on a work day beginning more than one hour prior to the start of the normal work day, the City will provide such employee with a meal allowance. Such meal allowance shall be considered implemented two hours after reporting to work. The City shall continue to provide meal allowance at four-hour intervals until the first such meal allowance falls within the normal work day, then only one subsequent meal allowance shall be allowed. The time taken to consume any such meal shall be at the City's expense, except the second meal allowance during the normal work day (regular work mode).

When the City requires an employee to perform non-prearranged work on a work day extending the normal work day by two or more hours, the City will provide such employee with a meal allowance at the two-hour point. The City shall continue to provide meal allowances at four-hour intervals until the employee is dismissed from work. The time taken to consume any such meal shall be at the City's expense.

- 15.2 When the City requires an employee to preform non-prearranged work on non-work days, the City will provide meal allowance at intervals of four hours. The first meal allowance shall be four hours after the employee reports to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the first meal allowance shall be two hours after reporting for work and at four-hour intervals thereafter. The time taken to consume any such meal shall be at the City's expense.
- 15.3 When an employee is required to perform prearranged work on non-work days during regular work hours he shall observe the lunch arrangements which prevail on his normal work days. If such work continues after regular work hours, City shall provide him with meals in accordance with the provisions of Section 15.1.
- 15.4 If City requires an employee to perform prearranged work starting two hours or more before regular work hours on work days or non-work days and such employee continues to work into regular work hours, he shall provide for one meal on the job and City shall provide other meals as required by the duration of the work period. The meals provided for in this section shall be eaten at approximately the usual times therefore and the usual practice relating to lunch periods on work days shall prevail. The usual times therefore shall be 6:00 am. - 12:00 Noon - 6:30 p.m.
- 15.5 If the City requires a Troubleshooter to work four or more consecutive hours during a standby period the City shall provide a meal allowance.

On a Normal Work Day

1. The break between the completed work (call-out) and the beginning of the work day is less than one hour.
2. The work callout(s) is continuous and extends the work day by two or more hours.

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On Standby

A Troubleshooter in standby mode shall not receive compensation for the time taken to eat any meal: normal work day compensation excluded.

ARTICLE XVI - TOOLS

- 16.1 The City and the I.B.E.W. mutually agree that the City will supply necessary tools and equipment for employees in accordance with the following procedure:

Consistent with the needs of the employee as related to his job classification, and to aid the employee in the performance of his work in a safe and efficient manner, the City of Lodi will provide the following list of basic hand tools, work gloves and equipment:

- | | |
|--------------------|--------------------------------|
| . Skinning knife | . Screwdriver, 10" |
| . Utility bag | . Wrench, adjustable 12" |
| . Work gloves | . Wrench, adjustable 8" or 10" |
| . Ruler, 6", wood | . Safety strap |
| . Pliers, side cut | . Safety glasses |
| . Hammer, claw | |

In addition, the City will provide a boot allowance of \$100.00 per calendar year to all Lineman/Linewoman, Lineforeman/Lineforewoman and Troubleshooter. This amount to be paid quarterly retroactively to the second quarter of 1991.

- 16.2 The above tools will be furnished in accordance with the following controls:

- . Each employee will be responsible for the care, preservation and proper use of tools and equipment issued to him. Tools and equipment lost or damaged through improper use will be replaced at the employee's expense.
- . All unsafe, broken or worn out tools will be replaced on an exchange basis.
- . The City of Lodi will provide each employee with three pair of gloves per fiscal year.

- 16.3 The City shall provide uniforms and laundry service for all field employees that conform to regulatory standards.

ARTICLE XVII - LEAVE OF ABSENCE

- 17.1 The City and the I.B.E.W. mutually agree that inability to return to work after an employee's sick leave has been exhausted will be considered an urgent and substantial reason for the granting of a leave of absence in accordance with Rule IX, Section 3, Rules for Personnel Administration, City of Lodi, California.

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17.2 The City interprets this Section as providing that the conditions under which an employee will be restored to employment on the termination of leave of absence shall be stated as clearly as possible at the time by the City in conjunction with the granting of the leave of absence. The City reaffirms its policy that an employee's status as a permanent employee is not impaired by such leave of absence.

17.3 Funeral Leave:

a) A permanent employee will be permitted to use sick leave, vacation leave or compensatory time off to attend the funeral of a member of their immediate family, including the time the deceased may lie in state, the day of the funeral, and the time necessary to travel to and from the location of the funeral, but not to exceed three working days. The immediate family shall be limited to an employee's:

. spouse	. parent	. grandparent
. grandparent-in-law	. parent-in-law	. child
. grandchild	. son-in-law	. daughter-in-law
. stepchild	. brother	. sister
. half-brother	. half-sister	. foster parents

. or a more distant relative who was a member of the employee's immediate household at the time of death.

b) A permanent employee will be permitted to use sick leave, vacation leave, or compensatory time off to attend the funeral of a person the employee may be reasonably deemed to owe respect, but not to exceed one day.

ARTICLE XVIII - COURT APPEARANCES

18.1 The IBEW concurs with the existing City policy which provides that no deduction shall be made from the salary of an employee while on jury duty.

18.2 If an employee covered by this MOU is required by subpoena to appear in court or to give a deposition as a result of an action taken within the scope of employment with the City, that employee will receive his/her full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty, the City agrees to compensate that employee at one and one-half time his/her regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employees, the Utility Director or his/her designee must be notified in writing of the off duty appearance within seventy-two hours after the employee is subpoenaed or otherwise notified of the required court appearance.

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ARTICLE XIX - REST PERIOD

- 19.1 The City and the IBEW mutually agree that when an employee has worked for eight hours or more at the overtime rate during the sixteen hour period immediately preceding the beginning of his regular work hours on a work day he shall be entitled to a rest period of eight hours on the completion of such overtime work. When an employee has worked for six or more hours at the overtime rate during the twelve hours immediately preceding the beginning of his/her regular work hours on a work day he/she shall be entitled to a rest period of six hours on the completion of such overtime work. When an employee has worked for four or more hours at the overtime rate during the eight hours immediately preceding the beginning of his/her regular work hours on a work day he/she shall be entitled to a rest period of four hours on the completion of such overtime work.
- 19.2 There shall be included as part of the hours worked at the overtime rate in any qualifying period any meal time to which the employee is entitled when emergency or prearranged work is performed, except that any meal time to which he is entitled after being dismissed from work shall not be included in the computation of the rest period..
- 19.3 Hours worked prior to any rest period in which the employee does not work shall not be included in computing another period of overtime work.
- 19.4 If the rest period in whole or in part overlaps the employee's regular work hours he will receive pay at the straight rate for the extent of the overlap, except that the time taken during such overlap for any meal to which he is entitled on dismissal shall be paid for at the overtime rate.
- 19.5 If the employee is called back to work during any rest period, a new rest period will commence at the conclusion of such work.
- 19.6 If the rest period overlaps his regular work hours but does not extend into the second half of his work day, the employee may be excused from reporting for work until the beginning of the second half of his work day, and in such event he will be paid for the time between the expiration of the rest period and the end of the first half of his work day.
- 19.7 If the rest period extends into the second half of his work day, the employee may be excused from reporting for work until the following work day, and in such event he will be paid for the time between the expiration of the rest period and his regular quitting time on such day.
- 19.8 In the application of the foregoing, an employee unless otherwise instructed, shall be deemed to be excused from reporting to work for the period between the end of his rest period and the reporting time as designated by the applicable subdivision.
- 19.9 An employee entitled to a rest period hereunder may nevertheless be required to work during regular work hours on a work day without having had a rest period of eight consecutive hours, in which event he shall be paid at the overtime rate for all work performed until he has been relieved from duty for at least eight consecutive hours. This section shall not apply to prearranged overtime work.

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- 19.10 For the purposes of this section, when a Utility Services Operator, assigned to the swing shift works four or more hours during the previous day shift completes his/her regularly scheduled shift, the first eight hours worked will be paid at the straight time hourly rate. All time worked in excess of eight hours shall be paid at the appropriate overtime rate and meal provisions shall apply in accordance with Article XV.

ARTICLE XX - PROBATIONARY PERIOD

- 20.1 All appointments to positions in the classified service shall be subject to probationary period of 12 continuous months of service. The probationary period for promotions, transfers, or temporary employees advanced to regular status who have served in a temporary capacity for a minimum of six months shall all be six months. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee's work for securing the most effective adjustment of an employee to his or her new duties, assignments and responsibilities in his/her new position and for rejecting any probationary employee whose performance does not meet required work standards. Newly hired Linemen/Linewomen shall be paid at no lower than the "D" step upon employment and shall be advanced to the "E" step after 13 pay periods.
- 20.2 During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:
- 1) Vacation Leave - see Article IV for vacation schedule
 - 2) The use of the Grievance Procedure to grieve termination.
 - 3) The City and the employee may mutually agree to extend the probationary period for not more than six months. The IBEW shall be notified of all extensions.
- 20.3 The City will provide medical insurance to temporary employees. Temporary employees shall be permitted to obtain dental and/or vision insurance coverage at group rates by the employee paying the prevailing premiums. When a temporary employee is converted to regular status, he/she shall receive credit for all time worked as a temporary employee toward the probationary period. When a temporary employee is converted to regular status, he/she shall receive credit for all time worked as a temporary employee toward the probationary period.

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ARTICLE XXI - P.E.R.S.

- 21.1 The City will provide the PERS retirement program commonly known as the "2% at 60 Program". Said program shall include the following additional benefits:
- ° Improved Non-industrial Disability Allowance
 - ° Third level of 1959 Survivor Benefit
 - ° Post-Retirement Survivor Allowance
 - ° Credit for Unused Sick Leave
- 21.2 The City will pay all of the employer's contribution.
- 21.3 The City will pay into the employee's account 7.0% of base salary.

ARTICLE XXII - MISCELLANEOUS BENEFITS

The City and the IBEW agree to the implementation of the following program effective July 1, 1977:

- 22.1 Provide P.E.R.S. full formula retirement benefits plus the following additional options:
- 22.1(a) The increased ordinary disability benefits which provide under P.E.R.S. a 30% benefit after five years of service increasing to a maximum 50% benefit. (Section 21298)
 - 22.1(b) The "1977 P.E.R.S. Survivor's Benefit." (Section 21390 and Section 21382.2)
 - 22.1(c) The P.E.R.S. provision authorizing a 50% survivor continuation in the event of death after retirement. (Section 21263 and Section 21263.1)

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- 22.2 A deferred compensation program whereby all employees may contribute a minimum 2% to the program to augment their retirement. The City agrees to match an employee's 2% contribution to the deferred Compensation program. Effective the pay period in which January 1, 1993 falls, the City agrees to match an employee's required 2.5% contribution to the Deferred Compensation Program.
- 22.3 A long term disability program which, coordinated with other disability benefits will provide a benefit equal to the sum of:
- (1) Sixty six and two thirds percent (66-2/3%) of the first three thousand dollars (\$3,000) of the member's basic monthly earnings; and
 - (2) Fifty percent (50%) of the first two thousand dollars (\$2,000) of the member's basic monthly earnings in excess of three thousand dollars (\$3,000), in the event of disability. This program to commence one hundred twenty (120) days from the date of disability. The City agrees to pay the employee's medical, dental, and vision insurance premiums during this one hundred and twenty-day period.
- 22.4 A life insurance program providing an additional \$10,000 term life insurance for the employee. Said amount of insurance to reduce to \$5,000 at age 65 and to cease at age 70. In addition, a spouse will be covered for \$1,500 of life insurance and dependent children between the ages of six months and 23 years shall be covered for \$1,500 insurance. Children between the age 14 days and six months shall be provided with \$100 life insurance.
- 22.5 The City agrees to pay the employee's premiums for the abovementioned long-term disability and life insurance programs.
- 22.6 Individual bargaining unit members may voluntarily donate from their accrued vacation leave, sick leave, holiday leave or compensatory time off to a catastrophe bank. This bank is available for all unit members who by reason of illness or non-industrial injury exhaust all employee benefits. All such transfers shall require approval of the City Manager or his designee.

ARTICLE XXIII - TUITION REIMBURSEMENT

- 23.1 The City shall provide \$300 per fiscal year for tuition reimbursement or the cost of tuition and books for two courses per semester for coursework at a State University beyond the level of an Associate of Arts degree, to be paid upon the satisfactory completion of job-related coursework.
- 23.1 The City will pay all cost of license fees, physicals and training to obtain any required licenses and permits.

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ARTICLE XXIV - POLICY MANUAL

- 24.1 City agrees to provide copies of Policy Manual to IBEW Shop Stewards and two copies to the Business Representative of IBEW, Local Union 1245, and to place those individuals on the mailing list for any changes thereto.

ARTICLE XXV - UTILITY SERVICES OPERATOR PROCEDURE
TWO-SHIFT PLAN

- 25.1 Phone calls on line 368-5735 under normal conditions, will be answered by an answering service during the time period 2215 - 0630 hours. The answering service will dispatch a Troubleman to the scene and he will investigate the problem. If the Troubleman determines that an Operator is necessary, he will contact the answering service and request that the Standby Operator be called. The Troubleman will be in radio contact with the answering service at all times. In addition, the Troubleman will be provided a pager which the answering service can operate.

Once the Standby Operator arrives at the Operations Center, he will contact the answering service and report "on-duty". At this point, all established operating procedures take effect, i.e. Operator requests additional people, conducts switching, prepares service tickets, maintains system log, etc. The Operator will remain on duty until the system is back in a "normal" status, before control again is turned over to the answering service.

The troubleman will record "time called" and "time back home" on all calls in the time period 2215 - 0630 hours. This information is to be given to Operations the following morning, for preparation of proper service tickets, etc.

A no-power call dispatched by the answering service and investigated by the troubleman, found to be an "SNP", will be turned on by the troubleman. This action will be reported to the Finance Department the following work-day morning.

Alarms will be grouped as electric, water, storm, intrusion and White Slough (2). These alarms will go to the answering service. The answering service will call out appropriate personnel, based on a call-out list provided by the respective departments. An intrusion alarm at the Operations Center shall be reported to the Police Department followed by the Standby Operator.

The Standby Operator will be the swing-shift operator, going off duty at 2215 hours. This duty will begin at the end of the first day worked on swing shift (2215 hours) and will continue to the day shift following the last day worked on the swing shift (0630 hours), for a period of 8.25 hours per day. The Standby Operator to be compensated at the rate of 2 hours straight time per shift (2215 - 0630 hours) for no call-out, and a minimum of 2 hours overtime pay for a call-out. (Similar to established procedure for the troubleman.) Standby pay on holidays shall be compensated at four hours straight time. Holiday standby shall be the 8.25 hours preceding the day shift of the holiday. The Standby Operator will be provided a pager operable by the answering service.

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In the event any of the alarms to the answering service, except the White Slough alarms, are out of order at 2215 hours, the swing-shift Operator will remain on duty. The Operator will likewise remain on duty until all trouble calls are completed, alarms cleared and the system is in a "normal" status, before transferring control to the answering service. When transferring control to the Operator, the answering service will advise as to current status.

- 25.2 When a holiday real or observed falls on a Friday, the day shift shall be covered by the Second Operator at the overtime rate. The First Operator will take the day off as a holiday. See Section 26.1B.4 for definition of the first and second operator.

ARTICLE XXVI - UTILITY SERVICES OPERATOR RELIEF PROCEDURE
TWO-SHIFT PLAN

Scheduled Leave

- 26.1 Request for leave, other than emergency, shall be submitted for approval a minimum of five working days prior to the first day of the requested leave. The shift of the Operator on leave shall be filled as follows:

26.1(a) Full Shift

The Relief Operator will assume the Operator's shift(s) on the Operator's first "Regular Day Off" prior to the leave, and continue working the shift(s) until the last day of the Operator(s) requested leave, i.e., last day of shift(s). At this time, the Relief Operator will assume his regular schedule.

NOTE: When the Relief Operator is covering a full "Day Shift", the Operator scheduled to work Friday "Day Shift" shall become the duty operator. The Load Dispatcher will perform his/her normal duties from 0630 to 1430 hours.

26.1(b) Less than a full shift, excluding Friday:

- (1) The Relief Operator will shift his hours to cover the leave Monday through Thursday.
- (2) Weekend Leave (Saturday and Sunday):
The Relief Operator will shift his hours to cover the leave by taking off the preceding Thursday and Friday.
- (3) Saturday Leave:
The Relief Operator will cover the shift and take off the preceding Monday.

Note: Saturday leave requires ten (10) days advance request, or as mutually agreeable to both parties involved.

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(4) Sunday Leave:

The Relief Operator will cover the shift and take the preceding Friday off.

Note: The two Operators scheduled to work Friday "Day Shift" shall be referred to as follows:

First Operator:

The Operator beginning the "Day Shift".

Second Operator:

The Operator finishing the "Day Shift".

On Fridays, without any leave, the "Second Operator" shall be the Duty Operator.

26.1(c) Friday Shift:

- (1) "Day Shift" shall be covered by the "First Operator" in the event the "Second Operator" is unable to cover the shift.
- (2) "Swing Shift" shall be covered by the "Relief Operator" by shifting his schedule.

26.1(d) In the event the shift(s) cannot be covered as described above, the following order will be used:

- (1) All week, excluding Friday. The "Regular Day Off" Operator will cover the shift.
- (2) One Operator will work the entire shift, thus working 16 hours.
- (3) Electric Utility Director or his designated representative will appoint someone deemed qualified by him to work the shift.

Emergency Leave

26.2 A The procedure by which the Utility Services Operator position will be staffed, when the scheduled operator is unable to report to work, shall be as follows:

- 1) Day and Swing Shifts - excluding day shift, Monday through Friday:
 - (a) If the Swing Shift Operator reports "unable to cover the shift" at the beginning of the same day's shift, the Relief Operator, if available, shall change his/her hours to cover the Swing Shift at the straight time rate of pay. If the Relief Operator has reported to work for the normal workday or has left home for work, he/she will be dismissed until the beginning of the swing shift and be compensated four hours at the straight time rate of pay.
 - (b) "Regular day off" Operator.

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- (c) Operator scheduled to work the adjacent shift (thus working 15.75 hours).
- 2) Day Shift - Monday through Thursday:
 - (a) Relief Operator (time worked between the hours of 0630 to 0700 will be considered a call out - i.e., two hours at 1 1/2 times the straight time rate of pay. The employee does not qualify for meals and is dismissed at 1530 hours).
 - (b) "Regular day off" Operator.
 - (c) "Swing shift" Operator.
- 3) Day Shift - Friday:
 - (a) "First operator" shall be the Duty Operator.
 - (b) Relief Operator.
 - (c) "Swing shift" Operator.
- 4) If all or part of the shift cannot be filled as set forth above, the Electric Utility Director, or his designated representative, shall have the right to call in any Electric Utility Department employee deemed qualified by him.
- 26.2 B Extended Leave:
The Relief Operator begins the operators schedule immediately. He leaves the schedule after completing 40 hours work, at straight pay, in the pay period the regular scheduled operator has returned to duty.
- 26.2 C The operator on emergency leave should notify the Operations Supervisor in advance (preferably eight hours or more) of the shift he plans to return to duty.
- 26.3 When it becomes necessary to change a Utility Services Operator or Relief Operator from one shift to another, with less than 12 hours off between shifts, the employee shall be compensated at the overtime rate for that period worked within the 12-hour interval following the end of his preceding regularly scheduled shift.
- 26.4 Any Operations Division employee required to change his work schedule with less than 24 hours prior notice shall be compensated at 1 1/2 times the straight time rate of pay for any portion worked within that 24 hour period. Such period to be determined from the time notification was first received.
- 26.5 An employee on leave (e.g., vacation leave, sick leave, holiday leave, etc.) but not on regular day off, is considered unavailable for relief duty.

ARTICLE XXVII - UTILITY SERVICES OPERATOR RELIEF PROCEDURE
THREE-SHIFT PLAN

27.1 Requests for leave, other than emergency, shall be submitted for approval a minimum of five working days prior to the first day of the requested leave. The shift of the operator on leave shall be filled as follows:

27.1(a) Full Shift(s):

The Relief Operator will resume the operator's shift(s) on the operator's first "Regular Day Off" prior to the leave, and continue working the shift(s) until the last day of the operator's requested leave, i.e., last day of shift(s). At this time, the Relief Operator will assume his regular schedule.

(b) Less than a full shift, including Thursdays:

- (1) The Relief Operator will shift his hours to cover the leave Monday through Friday.
- (2) Weekend leave (Saturday and Sunday) shall be covered by the "Regular Day Off" Utility Department Operations Division employee with the least amount of accumulated overtime in that pay year at the time of the request. If an employee declines to work the shift(s), it shall be counted as a shift(s) worked for overtime record purposes. The Operations Supervisor will keep a record of all overtime hours on a pay year basis. WHEN THE OVERTIME TOTALS ARE THE SAME FOR THE TWO EMPLOYEES TO BE CALLED, IT SHALL BE "LAST WORKED, LAST CALLED".

(c) Thursday "day shift" shall be covered in the following manner when the Relief Operator is unable to cover this shift:

- (1) The Operator working day shift the previous Wednesday.
- (2) The "Regular Day Off" Operator scheduled to work day shift on the following Friday.

(d) In the event the shift(s) cannot be covered as described above, the following order will be used:

- (1) Operators having adjacent shifts will split the shift, thus each rking 12 hours.
- (2) One operator will work the entire shift, thus working 16 hours.
- (3) Utility Director or his designated representative will appoint someone deemed qualified by him to work the shift.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LODI AND THE I.B.E.W. LOCAL 1245

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27.2 The procedure by which the Utility Services Operator position will be staffed in those instances when the scheduled Operator is unable to report for work because of illness or injury, or otherwise absent, shall be as follows:

27.2(a) When it is necessary for this position to be filled by other than the regularly scheduled operator and such necessity arises on Monday, Tuesday, Wednesday or Friday day shift (7 a.m. to 3 p.m.), the Relief Operator, unless working a rotating shift, shall be called first to fill such a vacancy. If he is not available, the vacancy shall be filled as outlined in Section (b).

27.2(b) When it is necessary for this position to be filled by other than the regularly scheduled operator and such necessity arises at any other time in Section (a), it shall be filled in the following order:

- (1) The "Regular Day Off" Utility Department Operations Division employee with the least amount of accumulated overtime in that pay year shall be called first to fill such vacancy.
- (2) If a "Regular Day Off" employee is not available, the two duty operators before and after the shift in question may split said shifts, thus each working 12 hours.
- (3) If one duty operator declines to split the shift in question, the other operator may work two consecutive shifts (16 hours).
- (4) If the duty operator declines to work all or any part of the shift in question, the Relief Operator shall be called.
- (5) If all or part of the shift in question cannot be filled as set forth above, the Utility Director or his designated representative shall have the right to call in any other Utility Department employee deemed qualified by him to serve in such capacity.

27.2(c) When it becomes necessary to change a Utility Services Operator or Relief Operator from one shift to another, with less than 12 hours off between shifts, the employee shall be compensated at the overtime rate for that period worked within the 12-hour interval following the end of his preceding regularly scheduled shift.

27.2(d)

- (1) When the overtime totals are the same for the two employees to be called, it shall be "last worked, last called".
- (2) The Operations Supervisor shall keep a record of overtime worked. Access to this record shall be made available to all division personnel.

Note: REGULAR SCHEDULED WORK ON A HOLIDAY SHALL NOT BE CONSIDERED AS OVERTIME FOR THE PURPOSE OF COMPUTING ACCUMULATED OVERTIME.

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ARTICLE XXVIII - HOURS AND OVERTIME

- 28.1 The City of Lodi and the IBEW mutually agree that the regular hours of work for line crew personnel shall be 7:00 a.m. to 12:00 Noon, and 12:30 p.m. to 3:30 p.m., and the regular work days shall be Monday through Friday with Saturday and Sunday being non-work days. The lunch hour may be commenced at any time between the fourth and sixth work hour. By mutual agreement of both parties alternative work schedules may be developed.
- 28.2 Overtime except as provided for in Article VIII, Section 8.1 shall be compensated as follows:
1. Prearranged at the rate of one and one half time the straight time rate of pay.
 2. All other overtime at the rate of two times the straight time rate of pay.
- 28.3 The City may change the hours of work as stated in 28.1 after consultation with the employees and the employee organization involved, provided however, that no change or alteration of hours or schedules will be made for the sole purpose of avoiding the payment of overtime.
- 28.4 Employees who are required to report for prearranged work on their non-work days, or holidays, shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than two hours.
- 28.5 Any employee reporting for prearranged work wholly outside of his regular hours on a regular work day shall be compensated at the overtime rate for actual time worked, but in no event shall he be paid for less than two hours.
- 28.6 Any employee refusing to work on a holiday after having received forty-eight hours of such work scheduling, and having failed to secure a replacement with management approval, shall not be compensated for that holiday.
- 28.7 Overtime shall be distributed as equally as possible among those employees in the same classification who voluntarily sign the biweekly overtime call-out list. The City retains the right to call any qualified City employee to fill in crews after the overtime list is exhausted. No employee shall be required to trade time for the purpose of avoiding payment of overtime.

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28.8 Employees may exchange work days with other employees in the same classification provided:

- (1) both employees are agreeable to the exchange;
- (2) neither employee work more than forty hours during the work week involved; and
- (3) the exchange receives management authorization.

28.9 When, at the request of the supervisor in charge, an employee reports for prearranged work (1) on work days outside of his regular work hours he shall be paid overtime compensation for actual work time in connection therewith, provided however, that if any such employee continues to work into or beyond his regular work hours he shall be paid overtime compensation only for actual work time up to his regular work hours, (2) on non-work days or on holidays he shall be paid overtime compensation for actual work time in connection therewith. For the purpose of this Section prearranged notice has been given by the end of his preceding work period on a work day.

28.10 Subject to the following limitations, any employee eligible for overtime pay may choose to accept compensatory time off (CTO) in lieu of cash compensation for earned overtime. CTO will be granted at the applicable overtime rate for each hour of overtime earned.

- a) The maximum accumulation of CTO at any time shall be limited to 240 straight time hours, but will be reduced to one hundred twenty hours on January 1st of each year. On the first Friday after the first pay day in January, all hours over 120 hours will be paid at the employee's current hourly rate. The employee may request to reduce his accumulation to an amount below the mandatory reduction to 120 hours
- b) An employee shall decide whether earned overtime will be recorded as overtime, CTO, or an equivalent combination prior to submission of their next time card. Such decision shall be irrevocable subsequent to the submission of the time card.
- c) An employee's request to use accumulated CTO shall be granted at the sole discretion of the department supervisor with due consideration to both the wishes of the employee and the efficient conduct of City business. Two working days notice is required. However, if the supervisor feels the workload is such that shorter notice is acceptable, he/she may grant CTO accordingly.

ARTICLE XXIX - CITY RIGHTS

29.1 It is further understood and agreed between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include, but are not limited to the exclusive rights:

- . to determine the mission of its constituent departments, commissions and boards;
- . to set standards of service; to determine the procedures and standards of selection for employment;
- . to direct its employees;
- . to maintain the efficiency of governmental operations;
- . to determine the methods, means and personnel by which government operations are to be conducted;
- . to take all necessary actions to carry out its mission in emergencies; and
- . to exercise complete control and discretion and the technology of performing its work.

City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the control of job classifications; provided, however, that the exercise by the City of the rights in this paragraph does not preclude employees or their recognized employee organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or terms and conditions of employment.

ARTICLE XXX - CHANGES IN MEMORANDUM

30.1 The parties agree to reopen this MOU and to renew Meeting and Conferring on the subjects set forth herein during the term of this MOU only in the event that any provision of this MOU is modified by statute, applicable regulation or by order of court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU would continue to full force and effect unless and until they were also modified by statute, applicable regulation or order of court or agreement of the parties.

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- 30.2 In the event that a court of competent jurisdiction declares invalid or unenforceable any provision of this MOU, the remaining provisions shall continue in full force and effect.

ARTICLE XXXI - NO STRIKES

- 31.1 The represented employees agree that they will not strike, withhold services, engage in "slow downs" or "sick-ins" or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

ARTICLE XXXII - TERM

- 32.1 The terms and conditions of this MOU shall continue in effect during the term of this MOU. The parties agree as follows:

TERM: The term shall begin on the date of ratification of this MOU and continue until January 1, 1995.

ARTICLE XXXIII - SALARY

- 33.1 Salary schedules will be modified as shown in Exhibit A attached.

3.25%	Retroactive to January 2, 1995
3.25%	First pay period in which January 1, 1996 occurs
3.25%	First pay period in which January 1, 1997 occurs

- 33.2 Electric Drafting Technician will be paid 90% of Lineman/Linewoman.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LODI AND THE I.B.E.W. LOCAL 1245

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- 33.2 All salaries of represented members in the Electric Utility Department will be based upon the Lineman (Journeyman) rate of pay as follows:

<u>Classifications</u>	<u>Rates of Pay</u>
. Utility Services Operator I.....	85% of Lineman
. Electric Drafting Technician.....	90% of Lineman
. Electric Apparatus Mechanic.....	95% of Lineman
. Electric Lineman/Linewoman.....	100% of Lineman
Electrical Estimator Assistant	
Utility Services Operator II	
Electrician	
. Electric Troubleman.....	105% of Lineman
. Electrical Technician.....	107.5% of Lineman
Electric Data Tech./Relief Operator	
. Line Foreman.....	110% of Lineman
Electric Meter Technician	
. Senior Electrical Technician.....	112.2% of Lineman
. Electric Estimator.....	115% of Lineman

- 33.3 Effective the pay period in which January 1, 1992 and January 1, 1993 occur, salaries of represented members will be adjusted to equal the Electric Lineman salary paid by the major Northern California electric utility and all other classifications will be adjusted accordingly.

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ARTICLE XXXIV - MUTUAL CONSENT CLAUSE

- 34.1 This agreement may be amended any time during its lifetime upon mutual consent of the City and IBEW. Such amendment must be in writing and attached to all executed copies of this MOU.

ARTICLE XXXV - DRUG AND ALCOHOL POLICY

- 35.1 During the term of this agreement the City and the IBEW will develop a drug and alcohol policy. It is the mutual desire of both parties to have and maintain a drug and alcohol free work environment.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LODI AND THE I.B.E.W. LOCAL 1245
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I. B. E. W. - LOCAL 1245
ELECTRIC UTILITY UNIT

CITY OF LODI
A MUNICIPAL CORPORATION

Jack McNalley , Business Manager
IBEW Local 1245

Date_____

Jerry L. Glenn, Assistant City Manager

Date_____

Gary Mai, IBEW - Business Representative

Date_____

Hans Hansen
Acting Electric Utility Director

Date_____

Barry Fisher, Electric Line Foreman

Date_____

Joanne Narloch, Personnel Director

Date_____

Al Smatsky, Electrical Estimator

Date_____

MONTHLY WAGE ELECTRICAL UNIT EFFECTIVE JANUARY 2, 1995						
3.25%						
TITLE	STEP A	STEP B	STEP C	STEP D	STEP E	
ELECTRIC APPARATUS MECHANIC	\$3,133.24	\$ 3,289.90	\$ 3,454.39	\$ 3,627.11	\$ 3,808.47	
ELECTRIC FOREMAN/FOREWOMAN	\$3,627.96	\$ 3,809.36	\$ 3,999.83	\$ 4,199.82	\$ 4,409.81	
ELECTRIC LINEMAN/LINEWOMAN	\$3,298.15	\$ 3,463.05	\$ 3,636.21	\$ 3,818.02	\$ 4,008.92	
ELECTRIC METER TECHNICIAN	\$3,627.96	\$ 3,809.36	\$ 3,999.83	\$ 4,199.82	\$ 4,409.81	
ELECTRIC TROUBLESHOOTER	\$3,463.05	\$ 3,636.21	\$ 3,818.02	\$ 4,008.92	\$ 4,209.36	
ELECTRICAL DRAFTING TECHNICIAN *	\$2,968.33	\$ 3,116.75	\$ 3,272.59	\$ 3,436.22	\$ 3,608.03	
ELECTRICAL ESTIMATOR	\$3,792.87	\$ 3,982.51	\$ 4,181.64	\$ 4,390.72	\$ 4,610.26	
ELECTRICAL ESTIMATOR ASSISTANT	\$3,298.15	\$ 3,463.05	\$ 3,636.21	\$ 3,818.02	\$ 4,008.92	
ELECTRICAL TECHNICIAN	\$3,545.51	\$ 3,722.78	\$ 3,908.92	\$ 4,104.37	\$ 4,309.59	
ELECTRICIAN	\$3,298.15	\$ 3,463.05	\$ 3,636.21	\$ 3,818.02	\$ 4,008.92	
METERING ELECTRICIAN	\$3,298.15	\$ 3,463.05	\$ 3,636.21	\$ 3,818.02	\$ 4,008.92	
UTILITY SERVICE OPERATOR - RELIEF	\$3,545.51	\$ 3,722.78	\$ 3,908.92	\$ 4,104.37	\$ 4,309.59	
UTILITY SERVICE OPERATOR I	\$2,803.43	\$ 2,943.60	\$ 3,090.78	\$ 3,245.32	\$ 3,407.58	
UTILITY SERVICE OPERATOR II	\$3,298.15	\$ 3,463.05	\$ 3,636.21	\$ 3,818.02	\$ 4,008.92	
* The salary for this class has been adjusted an additional 10%						
MONTHLY WAGE ELECTRICAL UNIT EFFECTIVE JANUARY 1, 1996						
3.25%						
TITLE	STEP A	STEP B	STEP C	STEP D	STEP E	
ELECTRIC APPARATUS MECHANIC	\$3,235.07	\$ 3,396.83	\$ 3,566.67	\$ 3,745.00	\$ 3,932.25	
ELECTRIC FOREMAN/FOREWOMAN	\$3,745.87	\$ 3,933.16	\$ 4,129.82	\$ 4,336.31	\$ 4,553.13	
ELECTRIC LINEMAN/LINEWOMAN	\$3,405.34	\$ 3,575.60	\$ 3,754.38	\$ 3,942.10	\$ 4,139.21	
ELECTRIC METER TECHNICIAN	\$3,745.87	\$ 3,933.16	\$ 4,129.82	\$ 4,336.31	\$ 4,553.13	
ELECTRIC TROUBLESHOOTER	\$3,575.60	\$ 3,754.38	\$ 3,942.10	\$ 4,139.21	\$ 4,346.17	
ELECTRICAL DRAFTING TECHNICIAN	\$3,064.80	\$ 3,218.04	\$ 3,378.95	\$ 3,547.89	\$ 3,725.29	
ELECTRICAL ESTIMATOR	\$3,916.14	\$ 4,111.94	\$ 4,317.54	\$ 4,533.42	\$ 4,760.09	
ELECTRICAL ESTIMATOR ASSISTANT	\$3,405.34	\$ 3,575.60	\$ 3,754.38	\$ 3,942.10	\$ 4,139.21	
ELECTRICAL TECHNICIAN	\$3,660.74	\$ 3,843.77	\$ 4,035.96	\$ 4,237.76	\$ 4,449.65	
ELECTRICIAN	\$3,405.34	\$ 3,575.60	\$ 3,754.38	\$ 3,942.10	\$ 4,139.21	
METERING ELECTRICIAN	\$3,405.34	\$ 3,575.60	\$ 3,754.38	\$ 3,942.10	\$ 4,139.21	
UTILITY SERVICE OPERATOR - RELIEF	\$3,660.74	\$ 3,843.77	\$ 4,035.96	\$ 4,237.76	\$ 4,449.65	
UTILITY SERVICE OPERATOR I	\$2,894.54	\$ 3,039.26	\$ 3,191.23	\$ 3,350.79	\$ 3,518.33	
UTILITY SERVICE OPERATOR II	\$3,405.34	\$ 3,575.60	\$ 3,754.38	\$ 3,942.10	\$ 4,139.21	
MONTHLY WAGE ELECTRICAL UNIT EFFECTIVE DECEMBER 30, 1996						
3.25%						
TITLE	STEP A	STEP B	STEP C	STEP D	STEP E	
ELECTRIC APPARATUS MECHANIC	\$3,340.21	\$ 3,507.22	\$ 3,682.59	\$ 3,866.71	\$ 4,060.05	
ELECTRIC FOREMAN/FOREWOMAN	\$3,867.61	\$ 4,060.99	\$ 4,264.04	\$ 4,477.24	\$ 4,701.11	
ELECTRIC LINEMAN/LINEWOMAN	\$3,516.01	\$ 3,691.81	\$ 3,876.40	\$ 4,070.22	\$ 4,273.73	
ELECTRIC METER TECHNICIAN	\$3,867.61	\$ 4,060.99	\$ 4,264.04	\$ 4,477.24	\$ 4,701.11	
ELECTRIC TROUBLESHOOTER	\$3,691.81	\$ 3,876.40	\$ 4,070.22	\$ 4,273.73	\$ 4,487.42	
ELECTRICAL DRAFTING TECHNICIAN	\$3,164.41	\$ 3,322.63	\$ 3,488.76	\$ 3,663.20	\$ 3,846.36	
ELECTRICAL ESTIMATOR	\$4,043.41	\$ 4,245.58	\$ 4,457.86	\$ 4,680.76	\$ 4,914.79	
ELECTRICAL ESTIMATOR ASSISTANT	\$3,516.01	\$ 3,691.81	\$ 3,876.40	\$ 4,070.22	\$ 4,273.73	
ELECTRICAL TECHNICIAN	\$3,779.71	\$ 3,968.70	\$ 4,167.13	\$ 4,375.49	\$ 4,594.26	
ELECTRICIAN	\$3,516.01	\$ 3,691.81	\$ 3,876.40	\$ 4,070.22	\$ 4,273.73	
METERING ELECTRICIAN	\$3,516.01	\$ 3,691.81	\$ 3,876.40	\$ 4,070.22	\$ 4,273.73	
UTILITY SERVICE OPERATOR - RELIEF	\$3,779.71	\$ 3,968.70	\$ 4,167.13	\$ 4,375.49	\$ 4,594.26	
UTILITY SERVICE OPERATOR I	\$2,988.61	\$ 3,138.04	\$ 3,294.94	\$ 3,459.69	\$ 3,632.67	
UTILITY SERVICE OPERATOR II	\$3,516.01	\$ 3,691.81	\$ 3,876.40	\$ 4,070.22	\$ 4,273.73	